

PURCHASE AGREEMENT

This Agreement is entered this ____ day of _____, 2008 by and between the Louisville Water Company, the Buyer, and Louisville/ Jefferson County Metro Government, the Seller, collectively the parties, for the purchase and sale of certain real estate located in Jefferson County, Kentucky and more particularly described below:

Louisville/ Jefferson County Metro Government
A Kentucky consolidated local government and
The governmental successor to the City of Louisville,
Kentucky and to Jefferson County, Kentucky
527 West Jefferson Street
Louisville, Kentucky 40202

“Seller”

and

Louisville Water Company
550 South Third Street
Louisville, Kentucky 40202

“Buyer”

* * * * *

1. Definitions

As these terms are used in this Contract, they shall have the following meanings:

- A. “Property” shall mean a portion of the land owned by the Seller at Jefferson County, Kentucky, consisting of approximately 2.649 acres more or less, and as shown on the plat attached hereto as exhibit “A”
- B. “Purchase Price” shall mean the sum of One Hundred Twenty-Nine Thousand Six Hundred and No/100 Dollars (\$129,600.00)
- C. “Closing” shall mean the payment of the Purchase Price, delivery of the deeds and the recording of the deeds in the office of the Jefferson County Clerk, as well as any other such transactions agreed to by the parties in furtherance of the purchase of this Property.
- D. “Closing Date” shall mean the date determined by mutual agreement of the parties, no later than 60 days after the date this Agreement is executed.

2. Terms of the Sale

On the Closing Date, at the Closing, Buyer shall pay to Seller the total Purchase Price, by corporate check or other readily negotiable written instrument.

3. Title

At the Closing, Seller shall convey to Buyer by special warranty deed, an unencumbered, marketable title to the Property free and clear of all liens and encumbrances except easements, covenants, and restrictions of record, including any applicable zoning laws.

4. **Additional Representations**

Seller warrants that, to the best of Sellers' knowledge and belief, there are no hazardous substances (as that term is defined in CERCLA, 42 USCA 9601 and following) in, on or underlying the Property, and, furthermore, that the Property has not been used as a landfill or dump site, and that Seller has not stored or allowed or permitted or suffered any other person or entity to store any hazardous substance on, in or under the Property. Seller further warrants that it has no knowledge of any prior storage or existence of hazardous substances on, in or under the Property or any assertion of any environmental or other lien on the property by any governmental agency, authority or instrumentality to secure the cost of removing or neutralizing any hazardous substance in, on or under the property.

5. **Contingencies**

Buyer's obligations under this Agreement are expressly contingent on the following conditions, all of which must be met to Buyer's satisfaction or expressly waived by the Buyer:

- A. Satisfaction of all title requirements in paragraph 3, above;
- B. Determination by Buyer that there are no restrictions preventing use of the Property for water storage or distribution and directly and indirectly related purposes;
- C. Determination by Buyer or Buyer's agent or assign, that there are no hazardous substances present on the property;
- D. Determination by the Buyer or Buyer's agent that any other matters in relation to the Property that Buyer reasonably deems necessary or advisable to review are satisfactory.

6. **Special Conditions**

Seller's obligations under this Agreement are expressly contingent on the Property being property declared surplus by the Seller and the Louisville/Jefferson County Metro Council ("Metro Council") and the approval of this Purchase Agreement and the sale of the Property by the Metro Council.

Seller agrees to grant the temporary construction easement as shown on "Exhibit A" by the use of a deed of temporary easement. Buyer shall pay Seller \$5,894.00 at the closing for such easement. Such easement shall be in effect for the reasonable period of construction of a water tank on the Property by Buyer.

7. **Closing, Possession, and Access**

Closing shall be held on the Closing Date at such place as agreed to by the parties. Seller shall pay the recording fees for any lien release and any Sellers' attorney fees. Buyer shall pay the recording fee for the deed any Buyer's attorney fees including any charges for conducting the Closing or escrowing the funds associated with the transaction.

- A. Possession of the Property shall transfer to Buyer at Closing. Prior to the Closing, the Buyer, its agents and assigns shall have the right to enter upon the Property to make inspections, tests, examinations, and surveys, as Buyer deems necessary. Said entry by Buyer, its agents and assigns shall not unreasonably interfere with Seller's use of the Property. Buyer is relying on its own examination, investigation, and inspection of the nature and condition of the land, buildings, fixtures and other improvements which comprise the Property, and Buyer shall accept the Property "as is" and "where is" without any warranty or representation of any kind by Seller or any Seller's agents, employees or representatives, except for Seller's special warranty of title and Sellers' environmental representations, which expressly survive this transaction.
 - B. All utility charges, fuel charges, rentals and other such items customarily apportioned between the parties, if any, shall be apportioned between the parties as of the Closing Date.
- 8. **Risk of Loss; Condemnation**
 - A. All risk of loss of any kind for the Property shall remain with the Seller until completion of the Closing.
 - B. If, at any time after execution of this Agreement and before the Closing, any improvements on the Property are damaged by fire or other casualty, Buyer may, at its option, cancel this Agreement.
 - C. If, at any time after execution of this Agreement and before the Closing, any proceedings are commenced to condemn the Property, any portion thereof, or any access thereto, Seller shall in connection with the Closing assign any award received to Buyer; or Buyer may, at its option, cancel this Contract in which event Buyer shall not be entitled to any award received by Seller.
- 9. **Binding Effect**

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns.
- 10. **Survival of Covenants**

The representations, warranties, and covenants contained in this Agreement shall survive the Closing.
- 11. **Construction**

This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky. This agreement was drafted by the Buyer as a matter of convenience only and that fact shall not cause the Agreement to be construed for or against either the Buyer or the Seller.

12. **Notices**

All notices given pursuant to this Agreement shall be in writing and shall be delivered by first class mail, postage pre-paid or by hand-delivery, to the following:

If to the Seller: Lisa Hite
Senior Planner
Louisville/ Jefferson County Metro Government
129 Trevilian Way
Louisville, KY 40213

If to the Buyer: David H. Benedict
Land Acquisition Specialist
Louisville Water Company
550 South Third Street
Louisville, KY 40202

and

James H. Brammell, P.E., L.S.
Vice President, Chief Engineer

Louisville Water Company
550 South Third Street
Louisville, KY 40202

13. **Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein; this Agreement may be amended only by written agreement signed by Seller and Buyer.

14. **Headings**

Headings used herein are for convenience only and do not constitute matters to be construed in interpreting this Agreement.

Witness the signatures of the Parties, this _____ day of _____, 2008.

Seller:
LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT

By: _____, 2008
JERRY E. ABRAMSON, Mayor Date

Buyer:
LOUISVILLE WATER COMPANY

By: _____
James H. Brammell, P.E., L.S.
Vice President, Chief Engineer

_____, **2008**
Date

APPROVED AS TO FORM & LEGALITY:

IRVIN G. MAZE
JEFFERSON COUNTY ATTORNEY

By: _____
JOHN A. WILMES
Assistant Jefferson County Attorney

APPROVED AS TO FORM & LEGALITY:

BARBARA K. DICKENS
VICE PRESIDENT, GENERAL COUNSEL
& SECRETARY
LOUISVILLE WATER COMPANY